

Amendment 48

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 48 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 4th day of February, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to allow WSF to utilize ten (10) Psion Portable Fare Transaction Processor (PFTPs) that WSF purchased outside the RFCS Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

- A. For the indicated one time payment per unit price of \$516, ERG will **1)** load the RFCS application on these PFTPs, and **2)** provide on-going operations phase technical and maintenance support for the units as described in RFCS RFI 497.

B. It is agreed that:

1. WSF has provided ERG with proof that the PFTP manufacturer's warranty coverage is in effect through January 31, 2010.
2. Due to the uncertainty of the Full System Acceptance date, WSF only extended the PFTP manufacturer's warranty through January 31, 2010. After such time, WSF will be responsible for the repair or replacement costs of these ten (10) PFTP's through one (1) year after Full System Acceptance.
3. WSF has provided ERG with a copy of its Psion Bill of Sale showing the purchase price of the subject PFTP's, and the cost differential of \$516 per unit, and the sale price for each Psion peripheral.
- 4a. ERG agrees to provide Depot Services for the PFTP's as shown below. WSF confirms that the Psion warranty is not voided by ERG handling the PFTP's, including software corrections:
- 4b. WSF will send ERG PFTP's if WSF or ERG level 2 troubleshooting indicates a software issue. ERG will correct any software related issues, during the warranty period per Section 3.I-56. Software maintenance, post warranty will follow the Contract per section 3.I-57.
- 4c. Any PFTP received by ERG from WSF that require hardware related repairs or replacement will be sent directly to Psion by ERG through January 31, 2010, subject to advance approval from WSF. Such mailing will be at no cost to WSF. The device ESN number will be referenced as documentation that it is covered by a Psion warranty. After January 31, 2010, ERG will assess the repair or replacement costs, providing an estimate to WSF. If WSF authorizes ERG to send the PFTP to Psion, WSF will be responsible for paying the repair or replacement costs. Any hardware related faults that occur on any PFTP purchased outside the Contract will not be included as part of ERG's KPI's as defined in CDRL 39.
5. WSF will provide documentation to ERG outlining the hardware specifications on its PFTP's and peripherals. This is to allow ERG to inspect the devices for hardware compliance.
6. ERG will inspect the Psion devices and upon determining their sufficiency, will perform the necessary Installation and Commissioning tasks. These tasks will be charged per the Installation fee as found in Contract No. 229944 Exhibit 9 Price Schedule (Section IV Equipment Installation, sub "C" Portable FTP)
7. ERG will provide the following technical support and maintenance services for the PFTP's:
 - Depot Services
 - Asset Management
 - ESB Support (Help Desk)

- On-call (2nd Line) Maintenance
- Participation in the Contracted Application Software Release Process

8. After January 31, 2010, WSF will be responsible for the cost of all Hardware Faults/Maintenance for the subject PFTP's during the remainder of the warranty period.

9. WSF agrees that the subject PFTP's will not be included in the requirements necessary for ERG to achieve its Complete System Commissioning NAC.

C. The price of \$516 per PFTP as described in Paragraph B above (total lump sum one-time cost of \$5,160.00) was determined as the per unit purchase price cost differential increase between the price paid by WSF to its 3rd party Psion vendor and ERG's RFCS Contract price.

D. **Section 1.0** Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 48

This lump sum cost (\$516 per device) provides for ERG technical and maintenance support for 10 WSF Psions acquired from a 3 rd Party.	\$5160
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Section 2.0

All other provisions of the Contract not referenced in this Amendment 48 shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: D. DeAngelis
Its: Vice President
Date: 3-FEB-10

The Agencies

By: Candace Carlson
Their: Contract Administrator
On behalf of the Agencies
Date: February 4, 2010